



## MISSOURI DEPARTMENT OF TRANSPORTATION BID GUIDELINES AND DOCUMENTATION

### **THIS IS NOT AN ORDER REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: 6/9/09	<b>BID DUE BY (DATE AND TIME):</b> <b>6/30/09: 1:00PM</b>	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATION(S) BELOW)
TO BE COMPLETED BY:  AS-NEEDED DURING CONTRACT PERIOD JULY 1, 2009- JUNE 31, 2010	<b>Bid #:</b> <b>D7-09-068</b> THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. <b>RETURN IN A SEALED ENVELOPE</b>	BUYER NAME: CHRIS STEPHENS 3901 E. 32 <sup>ND</sup> STREET JOPLIN, MO 64804
District Mailing Address: Missouri Department of Transportation – District 7 General Services (Procurement) Division 3901 E. 32 <sup>nd</sup> Joplin Mo. 64801		Delivery Location(s): Various <b>See Page (6)</b>

### **SCOPE OF WORK**

The Missouri Department of Transportation located at 3901 East 32<sup>nd</sup> Street, Joplin, MO desires to retain vendors to rent Heavy Equipment with Operators on an **as-needed, if needed** basis. Equipment such as Excavators w/ operator, Backhoe w/ operator, Skid Steer w/operator, Track Loader w/operator, and Dozers w/operators. Please include any additional equipment w/operator your company can offer that would be advantageous to MoDOT processes. These units must be available on-site within 5 working days (Monday-Friday), excluding state holidays) after being notified that services are required for a project.

This will be a multiple-award contract, with pricing submissions locked-in from all vendors for the contract period. Award of this bid will be to all responsive bidders. Award of projects will be based on an evaluation of hourly rate prices with consideration being given to the size of the equipment most appropriate to perform the current individual project requirements. When a contractor is needed, the low bidder will be contacted first. In the event the low-bidder is contacted and cannot provide the services, MoDOT reserves the right to move to the 2<sup>nd</sup> low-bidder for that project (or the 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> low-bidder, etc.) This process will be repeated for each project. If a vendor consistently turns orders or cannot meet the 5 working day on-site requirement, MoDOT reserves the right to award future orders to the next low-bidder for the remainder of the contract period.

Include additional pages if necessary. Please price mobilization fees as a fixed flat rate per each category of miles segments on page 5. No Pricing per mile or hour will be accepted. If your company will not service to any specified locations on page 6, please identify those locations with NA. **This pricing will be effective July 01, 2009 through June 31, 2010 with the option of extending the contract agreement for 12 additional months providing both parties agree.** Bids must be mailed to the attention of Chris Stephens at MoDOT 3901 E. 32<sup>nd</sup> Street, Joplin MO 64804.

### **EQUIPMENT SPECIFICATIONS / CONTRACTOR EQUIPMENT REQUIREMENTS**

**Excavators:** All Sizes, most often used would have a minimum of a 52-inch bucket, 22-foot digging depth and a 30-foot reach. If other include description with specs  
**Backhoes:** All Sizes, most often used would be 4x4, extended boom. Include description with specs  
**Dozers:** All Sizes, most often used would use a minimum of 200 horsepower with an 11' 9" minimum blade width. Include description with specs  
**Other Equipment:** Specify description of equipment and services offered

**VENDOR NAME:**

## Vendor Notes

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**Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).**

### VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):
	Phone #:
	Fax #:
Email Address:	Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES                      NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES                      NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES                      NO

**FEDERAL I.D. NUMBER** \_\_\_\_\_

All responses to this Request for PRICING UPDATES MUST be submitted on this form and **ALL pages and requested documents MUST be returned IN A SEALED ENVELOPE, with the bid number plainly marked on the exterior of the envelope or on the mailing label**, to the Buyer listed above at the District mailing address shown

### **SPECIAL TERMS AND CONDITIONS**

#### **INSURANCE / CERTIFICATE OF INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen’s compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor’s operation under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater and shall include

contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, **insurance limits shall be as follows:**

- 1) Workmen's Compensation: Full coverage, including "Occupational Disease Act" requirements.
- 2) Public **Liability** (includes property damage and personal injury)
  - a) Not less than \$400,000 each individual per accident or occurrence.
  - b) Not less than \$2,500,000 each accident or occurrence.
- 3) Special Hazard Insurance: As required.

The Bidder will need to provide, **preferred with your response to this Request For Bid**, a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. Prior to issuance of a Purchase Order, MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E 32<sup>nd</sup> Street  
Joplin Mo. 64801

### **CERTIFICATE OF GOOD STANDING**

Contractors with a Missouri presence must be registered with the Missouri Secretary of State. Sole Proprietors or Partnerships are excluded from this requirement; all other business entities must comply. This is requested with your bid response, but **required** prior to issuance of a purchase order and/or notice to proceed. Contractors must submit a copy of their current Authority to Do Business Certificate issued from the Missouri Office of the Secretary of State. You may contact Missouri Office of the Secretary of State at <http://www.sos.mo.gov> or (573) 751-4153.

### **INVOICING**

Payment will be made for each individual project after all work has been completed and a MoDOT representative has verified the billable hours worked on each project with the contractor. The invoice shall be submitted to Chris Stephens: MoDOT, 3901 E. 32<sup>nd</sup> Street, Joplin MO 64804. At a minimum the invoice shall contain the hours/days/week, cost, type of equipment, description of job and an organization or person identified that has hired your services. Environmental fees, traveling fees, fuel surcharges and/or any other miscellaneous charges WILL NOT be accepted on any invoice. All fees must be included in your quoted price. Permits must be identified if required on specific equipment with an estimated fixed cost identified.

### **VENDOR "NO TAX DUE"**

Contractors must submit a copy of their "Vendor No Tax Due" letter. Prior to MoDOT issuance of a purchase order and/or notice to proceed, contractors must provide verification of either being registered to collect sales and/or use tax in Missouri, or not making retail sales of tangible personal property or providing taxable services in Missouri. Contractors must verify such by submitting an official "Vendor No Tax Due" letter issued by the Missouri Department of Revenue. The Missouri Department of Revenue will issue the "Vendor No Tax Due" letter if you are properly registered to collect and have properly remitted sales and/or use tax, or if it determines you are not making retail sales in Missouri. You may obtain a "Vendor No Tax Due" letter by contacting the Missouri Department of Revenue. Information regarding House Bill 600, Section 34.040.6

RSMo, is available on the Department of Revenue's website at:  
<http://www.dor.mo.gov/tax/business/sales/hb600.htm>.

### **FEDERAL WORK AUTHORIZATION PROGRAM**

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of **EXHIBIT A**, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

**NOTE: Exhibit A is for Joint Ventures and Partnerships; Exhibit B is for Sole Proprietors. Please complete the appropriate affidavit that applies to your business entity.**

### **PRICING INFORMATION**

Be sure to provide an hourly rate bid for each unit. **Separate column for moving equipment**. Mobilization cost must be a fixed flat rate, round trip cost or bid will be rejected. Equipment rentals that require permits shall have the permit cost included in the rental fee.

Since this is a multiple award contract, it is not necessary to submit a bid for every piece of equipment listed or for every location, however, in the interest of good competition and to ensure you receive as many opportunities to provide equipment as possible during the contract period, you are encouraged to submit a bid price for as many as possible.

If, during this contract period, your company obtains additional equipment, which meets the minimum specifications required, information and pricing on such units may be submitted to the District 7 Procurement Office and will be added to the contract bid tabulation at that time.

## EQUIPMENT INFORMATION and PRICING INFORMATION

**CONTRACT PERIOD 7/01/09 – 6/30/10**

EXCAVATOR/OPERATOR (Make/Model)	Hourly	Daily	Weekly	Mobilization Fees Flat rate/round trip			
				1-20 miles	21-40 miles	41-60 miles	61-80 miles +
1.							
2.							
3.							

BACKHOE/OPERATOR (Make/Model)	Hourly	Daily	Weekly	Mobilization Fees Flat rate/round trip			
				1-20 miles	21-40 miles	41-60 miles	61-80 miles +
1.							
2.							
3.							

DOZER/OPERATOR (Make/Model)	Hourly	Daily	Weekly	Mobilization Fees Flat rate/round trip			
				1-20 miles	21-40 miles	41-60 miles	61-80 miles +
1.							
2.							
3.							

TRACK LOADER/OPERATOR (Make/Model)	Hourly	Daily	Weekly	Mobilization Fees Flat rate/round trip			
				1-20 miles	21-40 miles	41-60 miles	61-80 miles +
1.							
2.							
3.							

SKID STEER/OPERATOR (Make/Model)	Hourly	Daily	Weekly	Mobilization Fees Flat rate/round trip			
				1-20 miles	21-40 miles	41-60 miles	61-80 miles +
1.							
2.							
3.							

CRANE /RIGGER/OPERATOR (Make/Model)	Hourly	Daily	Weekly	Mobilization Fees Flat rate/round trip			
				1-20 miles	21-40 miles	41-60 miles	61-80 miles +
1.							
2.							
3.							

OTHER EQUIPMENT/OPERATOR (Make/Model)	Hourly	Daily	Weekly	Mobilization Fees Flat rate/round trip			
				1-20 miles	21-40 miles	41-60 miles	61-80 miles +
1.							
2.							
3.							

## MoDOT District 7 Locations

### Locations for Potential Projects

BUILDING	ORG	911 ADDRESS	Service Yes or No
ADRIAN	701	Rte.18, 1/4 mi e/o Rt. 71, Adrian, MO 64720	
ANDERSON	703	5511 State Hwy 59, Anderson, MO 64831	
APPLETON CITY	704	110 S. Mapleton, Appleton City, MO 64724	
AURORA	705	19185 Hwy.39, Aurora, MO 65605	
AVILLA	706	Mo.St.Hwy.Dept.9786 State Hwy 37, Avilla, MO 64833	
BUTLER	707	RR4 Box 623, Butler MO 64730	
CARL JUNCTION	708	608 E Pennell, Carl Junction, MO 64834	
CARTHAGE	709	16623 Inca Road, Carthage, MO 64836	
CASSVILLE	710	Rt 5 Box 5357, Cassville, MO 65625	
COLLINS	711	1501 So. Hwy.13, Collins, MO 64738	
DADEVILLE	712	Hwy 245 So. Box 1096, Dadeville, MO 65635	
EAGLE ROCK	713	HC 81, Eagle Rock, MO 65641	
ELDORADO SPGS	714	RR2, Box 120, Eldorado Springs, MO 64744	
GOLDEN CITY	715	408 Vine Street, Golden City, MO 64748	
GRANBY	716	12546 Hwy. B, Granby, MO 64844	
GREENFIELD	717	Rt. 2, Box 38B, Greenfield, MO 65661	
HALLTOWN	718	6265 Hwy D., Halltown, MO 65664	
JASPER	719	19796 So. Rd. 134, Jasper, MO 64755	
JENKINS	720	25180 State Hwy 248, Jenkins, MO 65605	
JOPLIN	721	2800 Stephens Blvd., Joplin, MO 64804	
LAMAR	722	67 SE 1st Lane, Lamar, MO 64759	
LIBERAL	723	197 No. Hwy 43, Liberal, MO 64762	
LONGVIEW	724	16393 State Hwy 76, Rocky Comfort, MO 64861	
MONETT	725	4478 West Hwy 60, Monett, MO 65708	
MT. VERNON	726	1001 Spring Park Blvd., Mt. Vernon, MO 65712	
NEOSHO	727	1300 S. Neosho Blvd., Neosho, MO 64850	
NEVADA	728	601 W. Outer Rd. No., Nevada, MO 64772	
NOEL	729	14598 W St. Hwy 90, Noel, MO 64776	
OSCEOLA	730	5371 NE Bus Hwy.82, Osceola, MO 64776	
PHELPS	731	8151 Hwy. 96, La Russell, MO 65707	
RICH HILL	733	PO Box 30, Route 2, Rich Hill, MO 64779	
RICHARDS	732	Rte. Z @ Rte. H, Richards, MO 64778	
SARCOXIE	734	1617 High Street, Sarcoxie, MO 64865	
SENECA	735	Hwy 43, Box 13382, Seneca, MO 64865	
SHELDON	736	307 North 8th, Sheldon, MO 64784	
STOCKTON	737	13998 East Hwy 32, Stockton, MO 65785	
WALKER	738	RR1, Box 234, Walker, MO 64790	

Specify availability for **ALL** Counties or **Specified** counties above. If not specified, MoDOT will assume your company will perform work in all counties in District 7.

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

## FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

## FOR OTHERS:

State of domicile: \_\_\_\_\_

## FOR ALL VENDORS:

List address of Missouri offices or places of business:

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## THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

**EXHIBIT A**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
titlebusiness name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:



## EXHIBIT B

### APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit  
owner or partner business name  
(grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

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☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the Corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(Attach an additional sheet if necessary)

☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

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☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

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### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**Note: If any of the “Standard Solicitation Provisions” on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supercede those below.**

#### **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

#### **GENERAL TERMS AND CONDITIONS**

##### **General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

##### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

##### **Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

##### **Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

**SPECIAL TERMS AND CONDITIONS****Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:

- 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained **if** required by law.
- 2) Public Liability (includes property damage and personal injury):
  - i. Not less than \$400,000 for any one person in a single accident or occurrence.
  - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.
- 3) Special Hazard Insurance: As required.
- 4) Builder's Risk: Not less than the full Contract amount.

#### **Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

#### **Prevailing Wage**

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **all counties in District 7**. The Annual Wage Order # **For specific County of Project** may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

#### **Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

**IF NOT SUBMITTING A QUOTE, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO QUOTE FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS.**  
**THANK YOU**

**NO QUOTE**

**Date:** \_\_\_\_\_

TO: Missouri Department of Transportation – District 7  
General Services (Procurement) Division  
3901 E. 32<sup>nd</sup> Street  
Joplin, MO 64804  
(417) 629-3226-Fax

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our Company is submitting “No Quote” on RFQ# \_\_\_\_\_ for the reason(s) indicated

- ☐ Product or service is not available or cannot meet the required specifications
- ☐ Other obligations - cannot make required deadline
- ☐ The delivery point or work location is outside of our territory or coverage/service area
- ☐ Other – Please explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_

- ☐ Please keep our name on the bidder’s list for future opportunities on this product or service.
- ☐ Please remove our name for your bidder’s list for this product service